

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

-----x
In re : Chapter 9
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846
Debtor. : Hon. Thomas J. Tucker
-----x

**STIPULATION FOR ENTRY OF AN ORDER REGARDING
WITHDRAWAL OF WAYNE COUNTY'S OBJECTION TO
REJECTION OF AGREEMENT TO PURCHASE AND DEVELOP LAND**

The Charter County of Wayne (the "County") and the City of Detroit (the "City" and, together with the County, the "Parties"), by and through their undersigned counsel, stipulate as follows in support of the entry of the *Order Regarding Withdrawal of Wayne County's Objection to Rejection of Agreement to Purchase and Develop Land*, attached hereto as Exhibit 1.

1. By an order entered on November 12, 2014 [Docket No. 8272] (the "Confirmation Order"), the Court confirmed the *Eighth Amended Plan for the Adjustment of Debts of the City of Detroit* [Docket No. 8045] (the "Plan"). Exhibit II.D.6 to the Plan (the "Contract Rejection Exhibit") identified certain Executory Contracts and Unexpired Leases to be rejected pursuant to Section II.D.6 of the Plan. Among the agreements on the Contract Rejection

Exhibit was the Agreement to Purchase and Develop Land between the City and County, dated July 28, 1976 (the "Agreement").

2. On January 26, 2015, the County filed *Wayne County's Proof of Claim for Rejection Damages and Objection to Treatment of July 28, 1976 Agreement to Purchase and Develop Land as an Executory Contract* [Docket No. 9108] (the "Objection"), opposing the rejection of the Agreement. Because the Objection asserts, alternatively, a proof of claim for rejection damages (see Objection ¶ 31), it also was added to the claims register in the City's chapter 9 case as Claim No. 3823.

3. On February 5, 2015, the City filed its *Reply to Wayne County's Objection to Rejection of Agreement to Purchase and Develop Land* [Docket No. 9174].

4. On August 4, 2014, the Court issued an *Order Establishing Procedures with Respect to Rejection of Executory Contracts and Unexpired Leases* [Docket No. 6512], which provides that the Parties shall confer to resolve their disputes relating to the proposed contract rejection for at least seven days after the date of filing the Objection.

5. On February 9, 2015, the City and the County filed the *Stipulation to Extend the Time to Meet and Confer on Wayne County's Objection to Rejection of Agreement to Purchase and Develop Land* [Docket

No. 9215], which sought an order extending the time to meet and confer with respect to the Objection.

6. On February 11, 2015, the Court issued the *Order Extending the Time to Meet and Confer on Wayne County's Objection to Rejection of Agreement to Purchase and Develop Land* [Docket No. 9243], which provided that the County's and the City's period to meet and confer with respect to the Objection was extended through February 26, 2015.

7. The Parties have conferred and agreed that the County will withdraw the Objection with prejudice; provided however, that the Objection will remain on the claims register as a general unsecured claim designated as Claim No. 3832 solely with respect to paragraph 31 of the Objection (the "Proof of Claim").

8. For the avoidance of doubt in connection with the withdrawal of the Objection, the Parties agree that the Agreement was rejected under section 365 of the Bankruptcy Code, pursuant to the Plan and the Confirmation Order.

9. The Parties have further agreed that nothing shall preclude the City from objecting to the Proof of Claim on any and all grounds if such claim is not otherwise resolved.

WHEREFORE, the Parties respectfully request that the Court enter an order in the form attached hereto as Exhibit 1 approving this Stipulation.

Stipulated to:

EASTMAN & SMITH, LTD.
Of Counsel to Kilpatrick &
Associates, P.C.
Attorneys for the Charter County of
Wayne

By: /s/ John M. Carey
JOHN M. CAREY
One Seagate, 24th Floor
Toledo, OH 43699-0032
(419) 247-1629
jmcarey@eastmansmith.com

JONES DAY
Attorneys for the City of Detroit

By: /s/ Heather Lennox
Heather Lennox (OH 0059649)
Jeffrey B. Ellman (OH 0055558)
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
hlennox@jonesday.com
jbellman@jonesday.com

DATE: MARCH 4, 2015

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

-----x
In re : Chapter 9
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846
Debtor. : Hon. Thomas J. Tucker
-----x

**ORDER REGARDING WITHDRAWAL
OF WAYNE COUNTY'S OBJECTION TO REJECTION
OF AGREEMENT TO PURCHASE AND DEVELOP LAND**

This matter having come before the Court on the *Stipulation for the Entry of an Order Regarding Withdrawal of Wayne County's Objection to Rejection of Agreement to Purchase and Develop Land* (the "Stipulation") between the Charter County of Wayne (the "County") and the City of Detroit (the "City"); and the Court being fully advised in the premises.

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved.

2. *Wayne County's Proof of Claim for Rejection Damages and*

Objection to Treatment of July 28, 1976 Agreement to Purchase and Develop Land as an Executory Contract [Docket No. 9108] (the "Objection") is hereby withdrawn with prejudice; provided however, that the Objection will remain on

the claims register as a general unsecured claim designated as Claim No. 3832 solely with respect to paragraph 31 of the Objection (the "Proof of Claim").

3. Nothing herein shall preclude the City from objecting to the Proof of Claim on any and all grounds if such claim is not otherwise resolved.

CERTIFICATE OF SERVICE

I, Heather Lennox, hereby certify that the foregoing *Stipulation for an Order Regarding Withdrawal of Wayne County's Objection to Rejection of Agreement to Purchase and Develop Land* was filed and served via the Court's electronic case filing and noticing system on this 4th day of March, 2015.

/s/ Heather Lennox